

SONNENSCHEN CARLIN NATH & ROSENTHAL

14095

8000 SEARS TOWER CHICAGO, ILLINOIS 60606

RECORDATION NO. _____ Filed 1425

(312) 876-8000 TELEX 25-3526

JUL 7 - 1983 - 2 25 PM

INTERSTATE COMMERCE COMMISSION LINE

312-876-8232

July 5, 1983

JUL 7 - 1983 - 2 25 PM
INTERSTATE COMMERCE COMMISSION

Interstate Commerce Commission
12th Street and Constitution Avenue, N.W.
Washington, D.C. 20423

Attention: Room 2303

No. 1
Date JUL 7 1983
Fee \$ 6.00
ICC Washington, D. C.

Ladies and Gentlemen:

Enclosed are (1) an Assignment and Assumption of Lease dated as of March 26, 1980 (the "Assignment") between William M. Gibbons, as Trustee of the Property of Chicago, Rock Island and Pacific Railroad Company (the "Assignor"), as assignor, and Chicago and North Western Transportation Company (the "Assignee"), as assignee, and (2) a Lease Amendment Agreement dated March 26, 1980 (the "Amendment"), between CIT Corporation (the "Lessor"), as lessor, and the Assignee, as lessee.

The Assignment is an assignment of the lessee's rights under a Lease Agreement for Railroad Equipment dated as of June 1, 1969 (the "Lease") between the Lessor, as lessor, and the Assignor, as lessee. The Lease was recorded with the Interstate Commerce Commission on June 19, 1969 at 2:10 p.m. under Recordation No. 5296.

The Amendment extends the term of the Lease and otherwise amends the Lease, as assigned to the Assignee.

Neither the Assignment nor the Amendment affects the identity of the lessor under the Lease.

Please record the Assignment and the Amendment in that order in the records of the Interstate Commerce Commission, pursuant to 49 U.S.C. §11303 and the regulations promulgated thereunder.

The names and addresses of the parties to the Assignment are as follows:

SONNENSCHEN CARLIN NATH & ROSENTHAL

ICC copy

STAMP &
KEEP

Interstate Commerce Commission
Attn: Room 2303
July 5, 1983

Page Two

Assignor: William M. Gibbons, as Trustee of the
Property of Chicago, Rock Island &
Pacific Railroad Company
332 South Michigan Avenue
Chicago, Illinois 60604

Assignee: Chicago and North Western Transportation
Company
One North Western Center
165 North Canal Street
Chicago, Illinois 60606

The names and addresses of the parties to the Amendment
are as follows:

Lessor: CIT Corporation
650 Madison Avenue
New York, New York 10022

Lessee: Chicago and North Western Transportation
Company
One North Western Center
165 North Canal Street
Chicago, Illinois 60606

The equipment covered by the Lease and the Assignment is
described both Exhibit A to the Assignments and in Schedule
A to the Lease (a copy of the Lease being attached as Exhibit
B to the Assignment).

Enclosed are two original copies of the Assignment and of
the Amendment, each manually executed and acknowledged by all
parties, one of which is marked "ICC" at the top, and five
photocopies of the Assignment and of the Amendment. Once all
seven copies of each document are stamped with the appropriate
recordation information, I would appreciate your returning
one of the original copies of each document and all of the
photocopies to me at the letterhead address above.

SONNENSCHN CARLIN NATH & ROSENTHAL

Interstate Commerce Commission
Attn: Room 2303
July 5, 1983

Page Three

Enclosed is our check in the amount of \$60, payable to the Commission, in payment of the fee for the recordation of the Assignment and the Amendment.

Thank you for your help. If there are any questions regarding the recordation of the Assignment or the Amendment, please call me collect, at (312) 876-8232.

Very truly yours,


Thomas M. Fitzpatrick

TMF:jec

Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

7/7/83

OFFICE OF THE SECRETARY

**Thomas M Fitzpatrick
Sonnenschein Carling
Nath & Rosenthal
8000 Sears Tower
Cchicago, Ill. 60606**

Dear **Sir:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **7/7/83** at **10:35am**, and assigned recordation number(s). **7002-F 7002-G, 8184-B, 8994-B**

14095

14095-A

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

Chicago and North Western
Railway Company



January 3, 1995

File: A-11275-A
EOC: R-15

165 N. Canal St.
Chicago, Illinois 60606

Office of the Secretary
312.559.6156

Mr. Sidney Strickland, Jr.
Secretary
Interstate Commerce Commission
Washington, DC 20423


RE: Assignment and Assumption of Lease dated March 26, 1980 by and between William M. Gibbons, as Trustee of the Property of Chicago, Rock Island and Pacific Railroad Company (the "Assignor") and Chicago and North Western Transportation Company (the "Assignee"). Lease Amendment Agreement dated March 26, 1980, between CIT Corporation ("CIT") and Chicago and North Western Transportation Company ("CNW"), as Lessor and Lessee, respectively, under a certain Lease Agreement for Railroad Equipment dated as of June 1, 1969 ("Lease"), as previously assigned and modified.

ICC Recordation No.: 14095

Dear Mr. Strickland:

In connection with the above agreements, please be advised that the name of Chicago and North Western Transportation Company was changed to **Chicago and North Western Railway Company** effective May 6, 1994, pursuant to the Certificate of Amendment of Restated Certificate of Incorporation of Chicago and North Western Transportation Company filed with the State of Delaware on May 5, 1994.

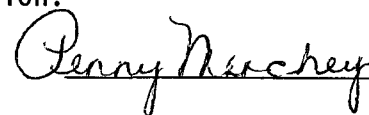
Sincerely,


K. A. Dombrowski
Assistant Secretary

STATE OF ILLINOIS)
COUNTY OF COOK) SS.

On this 3rd day of January, 1995, before me personally appeared K. A. Dombrowski, to me personally known, who, by me being duly sworn, says that she is Assistant Secretary of Chicago and North Western Railway Company and that the foregoing instrument was signed on behalf of said corporation by authority of its board of directors, and she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

My commission expires: April 12, 1995





5859A/3
4.14.80

14095
RECORDATION NO. _____ FILED 1428

LEASE # 20

JUL 7 - 1983 - 2 25 PM

INTERSTATE COMMERCE COMMISSION
ASSIGNMENT AND RECESSION OF LEASE

THIS ASSIGNMENT of lease (the "Assignment") dated as of this 26th day of March, 1980 by and between William M. Gibbons, as Trustee of the Property of Chicago, Rock Island and Pacific Railroad Company (the "Assignor") and Chicago and North Western Transportation Company (the "Assignee").

W I T N E S S E T H:

WHEREAS, Assignor is the lessee of certain units of equipment ("Units") described in Exhibit A attached hereto and made a part hereof (the "Equipment") pursuant to the Lease Agreement for Railroad Equipment dated June 1, 1969 as amended to date and attached hereto as Exhibit B (the "Lease") and filed and recorded with the Interstate Commerce Commission under Recordation No. 5296, and

WHEREAS, Assignor desires to assign to Assignee and Assignee desires to accept an assignment from Assignor of all of Assignor's right, leasehold title and interest under the Lease, subject to the terms and conditions of this Assignment.

NOW, THEREFORE, in consideration of the mutual promises of Assignor and Assignee and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Effective immediately, Assignor hereby assigns, transfers and sets over unto Assignee all of Assignor's right, title and interest under the Lease and to the Equipment, subject to the terms set forth in Section 2 hereof.

This Assignment shall be effective only as to the equipment described on Exhibit A hereto. If Exhibit A is less than all of the Equipment subject to the Lease, Assignor and Assignee agree to the modification of the Lease in accordance with paragraph (6) of the consent attached to and made a part of this Assignment and Assumption.

2. Assumption. Assignee hereby accepts the assignment set forth above and assumes all of the obligations of lessee under the Lease arising hereafter and agrees to perform and comply with all of the obligations, covenants and conditions of lessee under the Lease in accordance with the terms of the Lease, as follows:

Assignee shall be responsible for:

(a) the payment of rent due under the Lease beginning as of the eighth day following the day on which this Assignment is

given effect by issuance of a service order or directive of the Interstate Commerce Commission and the Association of American Railroads, or either of them, authorizing delivery of the Equipment to Assignee (or the eighth day following the day on which the rail carrier then authorized to operate and operating the lines of the Assignor acknowledges its obligation to deliver Cars to Assignee pursuant to this Assignment), and

- (b) the performance and compliance with all other terms and conditions of the Lease.

This Agreement, and Assignee's assumption of the obligations under the Lease, shall be effective immediately, in accordance with the terms hereof, but may be terminated, as provided below, if

- (a) Assignor fails to fulfill the terms and conditions of the Lease Acquisition Proposal dated March 26, 1980, submitted by Assignee and accepted by Assignor (the "Proposal"); or
- (b) any of the conditions set forth below in clauses A through D is not fulfilled within 40 days from the date hereof.

A. The entry of an order by the United States Court having jurisdiction over the property of Assignor pursuant to the Bankruptcy Act (i) approving this Assignment, (ii) confirming that

this Assignment vests in Assignee all of Assignor's right, title and interest in the Lease and in the Equipment, free and clear of any and all liens, claims, charges or encumbrances against such interest, and subject to no obligation or liability of any nature or description except only those obligations which Assignee expressly undertakes pursuant to this Assignment, and (iii) approving the provisions of paragraph L of the Proposal.

B. The lessor under the Lease and parties having a security interest in the Lease shall have consented to this Assignment by execution of the consent appended hereto.

C. Assignee shall have received opinions of counsel satisfactory to it that the order required by paragraph A above is enforceable in accordance with its terms and that the consent required by paragraph B above is the valid and binding obligation of such parties, enforceable in accordance with its terms.

D. Assignee shall have received all necessary permits, licenses and approvals from applicable governmental or public authorities for the execution and delivery of the Assignment.

If all of the above terms and conditions are not substantially met within said 40-day period, the Assignee or Assignor under the Lease, may terminate this Agreement upon 10 days prior written notice to the other party. In such event, Assignee shall reassign

the Lease to Assignor, and Assignor shall assume the obligations under the Lease as of said date except as provided below. Also in such event, (i) Assignee shall be responsible for the delivery of any units of Equipment which are on Assignee's line (or lines operated by Assignee) to Assignor's nearest interchange point as soon as reasonably possible; (ii) Assignee shall be responsible for Lessor's Rental and Trustee's Rental (as defined and provided for in the Proposal) due under the Lease as to such units of Equipment until such units of Equipment are returned to the interchange point except as to units of Equipment which are not on lines owned or operated by Assignee at such date, in which case, Assignee's obligations for such rent will terminate upon the expiration of said 10-day period; (iii) car hire shall be for the credit of Assignee until Assignee's obligations for rent terminates as to units of Equipment and car hire for periods thereafter shall be for the account of Assignor; (iv) the units of Equipment shall be in the same condition on the date of expiration of said 10-day period (or with respect to units or lines owned or operated by Assignee, as of the date they are returned) as when delivered to Assignee, except for ordinary wear and tear and any repairs made to any unit of Equipment prior to its return; (v) Assignee shall continue to have the right to set-off the cost of repairs as to any such units of Equipment performed by Assignee, or other charges against Assignor in accordance with the Proposal, against the Trustee's Rental as provided in the Lease Acquisition Proposal; and (vi) such costs and expenses referred to in (v) above shall be costs of administration.

Assignee expressly does not assume any liabilities or obligations arising under or which have accrued in whole or in part pursuant to the terms of the Lease prior to the times set forth above. Accrued obligations, prepaid rent and other prepaid items are to be pro rated as of the rental commencement date between Assignor and Assignee on a per diem basis. Assignor's obligation to pay rental as to each unit of Equipment shall cease as of the date that Assignee's obligation to pay rental with respect such unit of Equipment begins.

3. Markings. Assignee agrees to restencil and renumber the Equipment at Assignee's expense to eliminate the reporting marks of Assignor and Chicago, Rock Island and Pacific Railroad Company as soon as reasonably possible after the date hereof.

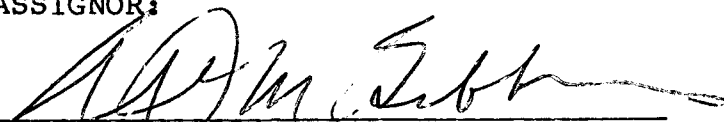
4. Filings. Assignee agrees to make at Assignee's expense such filing as as may be required, under the Lease and under any encumbrance on the Lease or the Equipment, to reflect this Assignment and the renumbering of the Equipment. Such filings shall be made as soon as reasonably possible after the date hereof. Assignee shall within twenty (20) days after such filings give Lessor and each party having a security interest in the Lease copies of the filed documents.

5. Other Obligations. Execution of this Assignment shall not release Assignor from Assignor's remaining obligations concerning the Equipment, if any, under the Proposal.

6. Modification of Lease. The Lease subject to the Lessor's consent is hereby modified in accordance with Exhibit C hereto, and the Rental rate per Unit is increased to \$993.00 semi-annually commencing on the date Assignee has the obligation to pay rent under this Assignment.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed on the date first above mentioned.

ASSIGNOR:

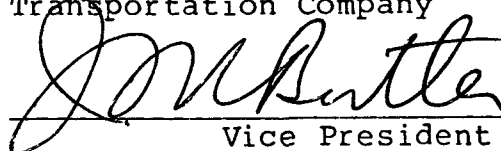

William M. Gibbons, as Trustee of
the Property of Chicago, Rock
Island and Pacific Railroad
Company, and not individually



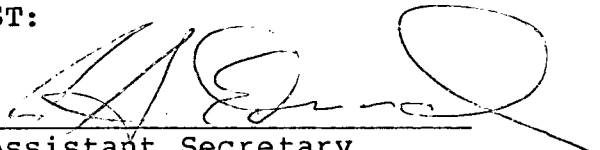
Witness

ASSIGNEE:

Chicago and North Western
Transportation Company

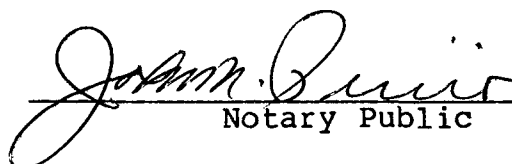

Vice President

ATTEST:


Assistant Secretary

STATE OF ILLINOIS)
) SS.
 COUNTY OF C O O K)

On this 22 day of April, 1980, before me personally appeared William M. Gibbons, to me personally known, who, being by me duly sworn, says that he is the Trustee of the Property of Chicago, Rock Island and Pacific Railroad Company, signer and sealer of the foregoing instrument, and he acknowledged same to be his free act and deed, as Trustee, before me.

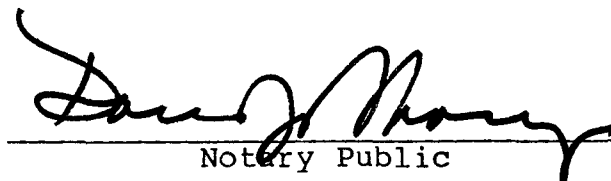

 Notary Public

[Notarial Seal]

My Commission expires: Oct. 26, 1981

STATE OF Illinois)
) SS.
 COUNTY OF Cook)

On this 22 day of April, 1980, before me personally appeared J.M. Butler, to me personally known, who, being by me duly sworn, says that he is the Vice President of Chicago and North Western Transportation Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


 Notary Public

[Notarial Seal]

My Commission expires: Sept. 8, 1982

CONSENT AND LEASE MODIFICATION

Each of the undersigned hereby consents to the Assignment and Assumption of Lease (the "Assignment") of which this Consent forms a part and agrees that, as to the undersigned, except as to the payment of Rentals and for Casualty Occurrences prior to the date of Assignee's obligation therefor, the Assignor thereunder is hereby released of all of Assignor's obligations under the Lease arising after the date of said Assignment.

Each of the undersigned hereby acknowledges that:

- (1) It has received a copy of this Assignment;
- (2) Attached to this Assignment as Exhibit B is a true and complete copy of the Lease as amended to date;
- (3) The Assignee is hereby substituted as the Lessee of the Lease, on the terms set forth in the Assignment;
- (4) With respect to the obligations under the Lease arising prior to the date of the Assignment, the undersigned shall have recourse only against the Assignor or parties other than the Assignee and further waive all recourse against the Equipment, for the correction of any default or item pursuant to the Lease arising prior to, or as a result of events occurring prior to, the date of the Assignment and hereby waive all rights to terminate the Lease which may arise as a result of this Assignment;

- (5) The Assignee shall be permitted to change the identification numbers and reporting marks on the Equipment provided that the Assignee promptly notifies the undersigned of any such change and preserves the markings on, and registration of, the Equipment disclosing and preserving the security interest of third parties as presently disclosed; and
- (6) If the Equipment described in Exhibit A is less than all of the Equipment subject to the Lease, the undersigned hereby agree that this Consent will constitute a modification of the Lease and all security instruments (upon the consent of secured parties) affecting the Lease so that said Leases or security instruments shall apply only to the Equipment described on Exhibit A. This Assignment applies only to the Lease of the Equipment described on Exhibit A. Any obligation secured by a security instrument is apportioned pro rata based on the original cost of the Equipment subject thereto.
- (7) The Lease is hereby modified in accordance with the Assignment and Exhibit C hereto and the undersigned hereby consent to such modification.

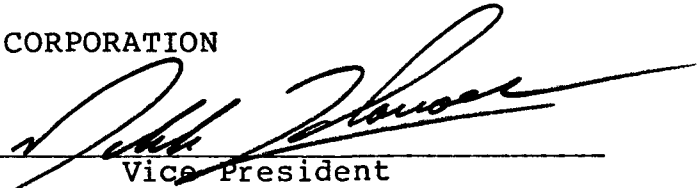
IN WITNESS WHEREOF, the undersigned have caused this
consent to be executed and sealed by their duly authorized officers
on

April 16, 1980.

LESSOR:

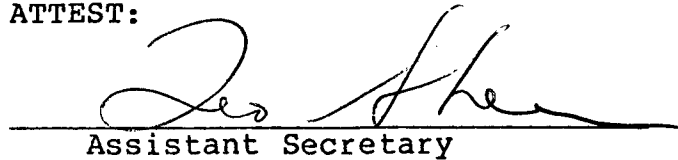
CIT CORPORATION

BY


Vice President

(S E A L)

ATTEST:


Assistant Secretary

SECURED PARTY:

By: _____

Vice President

(S E A L)

ATTEST:

Assistant Secretary

STATE OF Illinois)
) SS.
 COUNTY OF Cook)

On this 16 day of April, 1980, before me personally appeared Nikita Zdanov, to me personally known, who, being by me duly sworn, says that he is the Vice President of CIT Corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Notarial Seal]

James Zanthan
 Notary Public

My Commission expires: March 6, 1984

STATE OF)
) SS.
 COUNTY OF)

On this _____ day of _____, 1980, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he is the Vice President of _____, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Notarial Seal]

 Notary Public

My Commission expires: _____

EXHIBIT A TO ASSIGNMENT

1. Lease: Equipment Lease dated: June 1, 1969
Lessee: Chicago, Rock Island and Pacific Railroad Company
Lessor: CIT Corporation

3. Equipment Description:

<u>Number*</u>	<u>Type</u>	<u>Manufacturer</u>	<u>Road Nos.</u>
30	60' Flats	Ortner Freight Car Co.	RI 92820- 92849 92821 has been renumbered 592820

*Excepting therefrom the Units which have suffered a Casualty Occurrence.

Comp no. 20

LEASE ASSIGNMENT AGREEMENT

RECORDATION NO. 5296-B FILED 1978

SEP 23 1978 - 12 00 PM

INTERSTATE COMMERCE COMMISSION

LEASE ASSIGNMENT AGREEMENT (hereinafter called "Lease Assignment") dated as of July 1, 1978 by and between William M. Gibbons, Trustee of the Property of Chicago, Rock Island and Pacific Railroad Company (said Trustee in his capacity as trustee, together with his successors or assigns, being hereinafter called "Trustee"), the United States of America ("United States"), represented by the Secretary of Transportation acting through the Administrator of the Federal Railroad Administration or the Administrator's designee ("Administrator"), and C.I.T. Corporation ("Lessor") acting through its agent and affiliate C.I.T. Leasing Corporation ("Agent").

WHEREAS, Lessor and Chicago, Rock Island and Pacific Railroad Company, a Delaware corporation ("Rock Island"), have previously entered into a Lease Agreement for Railroad Equipment dated as of June 1, 19 69 (the "Lease"), a copy of which is attached hereto as Exhibit A; and

WHEREAS, the Lease was filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on June 19, 19 69 and assigned Recordation No. 5296; and

WHEREAS, Rock Island filed with the United States District Court for the Northern District of Illinois, Eastern Division (the "Reorganization Court"), a petition for reorganization pursuant to Section 77 of the Bankruptcy Act on March 17, 1975; and

WHEREAS, pursuant to Order No. 9 entered on April 25, 1975 by the Reorganization Court, Trustee assumed and affirmed the Lease on April 25, 1975; and

WHEREAS, United States and Trustee intend to enter into a financing agreement ("Financing Agreement") by which the Secretary will guarantee certain obligations of Trustee with respect to certain leased railroad

EXHIBIT B

equipment being rehabilitated by Trustee (the "Leased Equipment") which is a part of the railroad equipment described and identified in Annex A to Exhibit A hereof; and

WHEREAS, in order to secure the payment of the obligations contained in the Financing Agreement, execution and delivery of this Lease Assignment has been made a condition precedent to execution of the Financing Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and promises herein contained, the parties hereto agree as follows:

1. Trustee hereby assigns to United States the entire leasehold interest in the Leased Equipment described in Exhibit B attached hereto and made a part hereof.
2. The term of this Lease Assignment shall commence forthwith and shall continue as to each item of Leased Equipment until the Lease or the Financing Agreement is terminated, whichever is earlier.
3. Except as provided in paragraph 6 hereof, this Lease Assignment is subject to all of the terms and conditions of the Lease. Trustee shall duly and punctually perform, when due, all of the agreements and obligations under or pursuant to the Lease. This Lease Assignment shall not relieve Trustee from any of these obligations under the Lease.
4. So long as Trustee shall have the right to possession of the Leased Equipment in accordance with the Lease and the Financing Agreement, he shall be entitled, as against the United States, to manage, operate, use, enjoy and be suffered and permitted to remain in the actual and undisturbed possession of the Leased Equipment, to receive, take and use all rents, incomes, issues, tolls, profits and proceeds thereof and to exercise any renewal or purchase options.
5. If an event of default shall occur under the Lease, Lessor shall

promptly notify the Administrator in writing of such event and shall give the Administrator 60 days within which to elect to exercise the Administrator's rights under paragraph 6 hereof and assume the lease obligations relative to such items of Leased Equipment as the Administrator elects to possess.

6. If an event of default (other than a default under the Lease) shall occur under the Financing Agreement and notice of such event shall have been furnished to the Lessor, then the Administrator shall at the Administrator's sole option be entitled to and shall succeed to all the right, title and interest of the leasehold interest in any of such Leased Equipment, described in Exhibit B, attached hereto, as the Administrator may designate in writing to the Lessor not more than 60 days after notice of such event of default to the Lessor. Notwithstanding any terms or conditions of the Lease, the Administrator shall have the right to sublet such equipment as the Administrator takes possession of under this paragraph. The Administrator's right to possession and use of any equipment under this paragraph shall not be affected by any rights (including rights — protected under section 77(j) of the Bankruptcy Act) which the Lessor might have by virtue of a default by the Trustee on any of the Trustee's obligations under the Lease, and the Administrator (and the Administrator's sublessees) shall have the right to continue to possess and use such equipment so long as the lease payments (prorated for the actual number of cars that the Administrator possesses and adjusted to reflect only payments for prospective possession and use from the date of the notice of default) which gave rise to the event of default are made and all other obligations, including but not limited to lease payments, under the Lease (with respect to equipment which the Administrator possesses) are satisfied as they

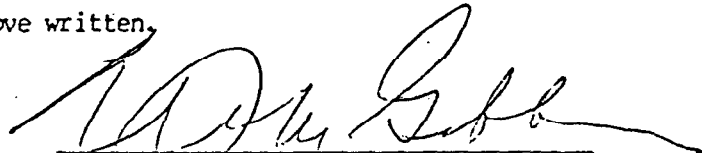
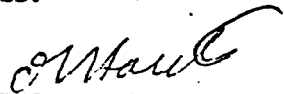
become due.

7. This Lease Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns and the Lease and this Lease Assignment may not be modified unless such modification is consented to by the Administrator in writing.

IN WITNESS WHEREOF, Trustee, United States and Lessor, pursuant to proper authority, have caused these presents to be signed in their respective names and their respective seals to be hereunto affixed, duly attested, as of the day and year first above written.

Witness:

By



William M. Gibbons, Trustee of the
Property of Chicago, Rock Island and
Pacific Railroad Company

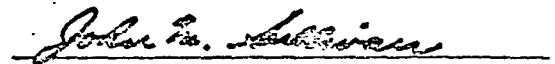
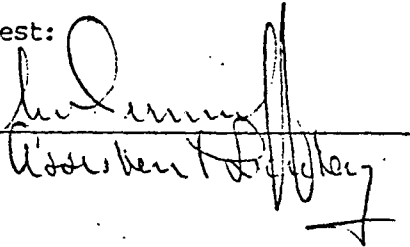
Attest:

By

United States of America by the
Secretary of Transportation acting
through the Administrator of the
Federal Railroad Administration

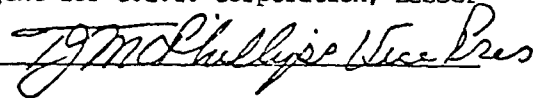
Attest:

By



C.I.T. Leasing Corporation
as Agent for C.I.T. Corporation, Lessor

By



STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On this 15 day of Sept, 1978, before me personally appeared William M. Gibbons, to me known to be the person described in and who executed the foregoing instrument, who being by me duly sworn, says that he is the Trustee of the Property of Chicago, Rock Island and Pacific Railroad Company, and he acknowledged that he executed said instrument as his free act and deed.

(SEAL)

My Commission Expires:

Oct. 26, 1981

J. Amh. Quinn
Notary Public

DISTRICT OF)
) SS.
COLUMBIA)

I, Ray Royle, a notary public in and
for the District of Columbia, DO HEREBY CERTIFY that John M. Sullivan
_____, personally known to me to be the Administrator
of the Federal Railroad Administration, and personally known to me to be
the same person whose name is subscribed to the foregoing instrument as
such Administrator, appeared before me this day in person, and, being by
me duly sworn, said and acknowledged that he is the Administrator of the
Federal Railroad Administration, that he signed, affixed thereto the seal
and delivered said instrument as Administrator of the Federal Railroad
Administration on behalf of the United States of America, pursuant to
authority given by the Secretary of Transportation (49 CFR 1.49(u)) as
his free and voluntary act, and as a free and voluntary act and deed of
the Secretary of Transportation and the United States of America, for the
use and purposes therein set forth, and that the seal affixed to said
instrument is the seal of the Federal Railroad Administration.

GIVEN under my hand and notarial seal this 21ST day of Sept.
A.D., 1978.

(SEAL)

Ray Royle
Notary Public

My Commission Expires: My Commission Expires May 1, 1982

STATE OF NEW YORK)
) SS.
COUNTY OF NEW YORK)

On this 28th day of August, 1978, before me personally
appeared T. J. McPHILLIPS, to me personally
known, who, being by me duly sworn, says that he is Vice
President of C.I.T. LEASING CORPORATION,
that one of the seals affixed to the foregoing instrument is the corporate
seal of said corporation, that said instrument was signed and sealed on
behalf of said corporation by authority of its Board of Directors, and
he acknowledged that the execution of the foregoing instrument was the
free act and deed of said corporation.

LEO SHEER
Notary Public, State of New York
No. 4513645
Qualified in Kings County
Commission Expires March 30, 1979

(SEAL)

My Commission Expires:


Notary Public

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INTERSTATE COMMERCE COMMISSION

**Lease Agreement
FOR RAILROAD EQUIPMENT**

dated as of

June 1, 1969

BETWEEN

C.I.T. CORPORATION

Lessor

acting herein through its Agent
C.I.T. Leasing Corporation

AND

**CHICAGO, ROCK ISLAND AND PACIFIC
RAILROAD COMPANY**

Lessee

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LEASE AGREEMENT FOR RAILROAD EQUIPMENT (hereinafter called "Lease"), dated as of June 1, 1969, between C.I.T. Corporation, a New York corporation (hereinafter called the "Lessor"), acting herein through its agent and affiliate, C.I.T. Leasing Corporation, a Delaware corporation (hereinafter called the "Agent") and Chicago, Rock Island and Pacific Railroad Company, a Delaware corporation (hereinafter called the "Lessee"),

WITNESSETH :

SECTION 1. *Definitions.* Unless the context otherwise requires, the following terms shall have the following meanings for all purposes of this Lease:

(a) "*Casualty Occurrence*" shall have the meaning specified in Section 7 hereof.

(b) "*Certificate of Delivery*" shall mean each of the Certificates of Delivery, substantially in the form of Annex B hereto, entered into between the Lessor and the Lessee for the purpose of leasing Units, pursuant to the provisions of this Lease, which shall incorporate by reference all of the provisions of this Lease.

(c) "*Closing Date*" for a Unit shall mean the date upon which payment for such Unit is due to the Vendor thereof from the Lessor.

(d) "*Delivery Date*" for a Unit shall mean the date of the Certificate of Delivery covering such Unit, which date shall be the date such Unit is delivered to, and accepted by, the Lessor under the Purchase Order and the Purchase Order Assignment therefor, as such date is set forth in the Certificate of Delivery for such Unit.

(e) "*Equipment*" shall mean the railroad cars described in Annex A hereto and any and all appliances, parts or other equipment of whatever nature so long as the same shall be incorporated in, installed in or attached to any such railroad car.

(f) "*Events of Default*" shall have the meaning specified in Section 10 hereof.

(g) "*Investment Agreement*" shall mean that certain Investment Agreement dated as of June 1, 1969 between the Lessee and the Lessor, whereby, among other things, the Lessor agreed to invest in the Units by payment of the Purchase Price therefor as therein provided.

(h) "*Purchase Order*" shall mean, as required by the context, the applicable purchase order, from among the following listed below:

(i) Purchase Order No. C50971 dated March 17, 1969 between the Lessee and Pullman Incorporated (Pullman-Standard division), providing for the manufacture and the sale to the Lessee of 250 box cars;

(ii) Purchase Order No. C49447 dated February 18, 1969 between the Lessee and Difco, Inc., providing for the manufacture and the sale to the Lessee of 12 air dump hopper cars;

(iii) Purchase Order No. C50970 dated March 6, 1969 between the Lessee and Ortner Freight Car Company, providing for the manufacture and the sale to the Lessee of thirty 60 foot flat cars;

(iv) Purchase Order No. C53155 dated April 9, 1969 between the Lessee and Greenville Steel Car Company, providing for the manufacture and the sale to the Lessee of ten 86 foot 6 inch high density box cars;

(v) Purchase Order No. C53156 dated April 9, 1969, between the Lessee and General American Transportation Corporation, providing for the manufacture and the sale to the Lessee of thirty-five 70 ton covered hopper cars; and

(vi) Purchase Order No. C50972 dated March 19, 1969 between the Lessee and Pullman Incorporated (Pullman-Standard division), providing for the manufacture and the sale to the Lessee of 10 double deck commuter cars.

The "*Purchase Orders*" shall mean collectively all of the above purchase orders.

(i) "*Purchase Order Assignment*" shall mean, as required by the context, the applicable purchase order assignment, from among the following listed below:

(i) That certain Purchase Order Assignment dated as of June 1, 1969 between the Lessor and the Lessee with respect to Purchase Order No. C50971 providing to the extent therein set forth, for the assignment to the Lessor of the Lessee's right, title and interest in and to said Purchase Order;

(ii) That certain Purchase Order Assignment dated as of June 1, 1969 between the Lessor and the Lessee with respect to Purchase Order No. C49447 providing to the extent therein set forth, for the assignment to the Lessor of the Lessee's right, title and interest in and to said Purchase Order;

(iii) That certain Purchase Order Assignment dated as of June 1, 1969 between the Lessor and the Lessee with respect to Purchase Order No. C50970 providing to the extent therein set forth, for the assignment to the Lessor of the Lessee's right, title and interest in and to said Purchase Order;

(iv) That certain Purchase Order Assignment dated as of June 1, 1969 between the Lessor and the Lessee, with respect to Purchase Order No. C53155 providing to the extent therein set forth, for the assignment to the Lessor of the Lessee's right, title and interest in and to said Purchase Order;

(v) That certain Purchase Order Assignment dated as of June 1, 1969 between the Lessor and the Lessee with respect to Purchase Order No. C53156 providing to the extent therein set forth, for the assignment to the Lessor of the Lessee's right, title and interest in and to said Purchase Order; and

(vi) That certain Purchase Order Assignment dated as of June 1, 1969 between the Lessor and the Lessee with respect to Purchase Order No. C50972 providing to the extent therein set forth, for the assignment to the Lessor of the Lessee's right, title and interest in and to said Purchase Order.

The "*Purchase Order Assignments*" shall mean collectively all of the above-mentioned Purchase Order Assignments.

(j) "*Purchase Price*" for a Unit shall mean an amount equal to the lesser of the maximum price specified for such Unit in Schedule A to the Investment Agreement or the sum of (i) the amount payable to the Vendor under the Purchase Order for such Unit and (ii) any excise taxes and normal delivery costs applicable to such Unit.

(k) "*Term*" shall mean, in the case of each Unit, the term for which such Unit is leased pursuant to Section 3 hereof.

(l) A "*Unit*" shall mean each of the railroad cars constituting the Equipment.

(m) The "*Vendor*" shall mean, with respect to a Unit, the Vendor as specified in the Purchase Order for such Unit.

SECTION 2. *Agreement to Lease the Equipment.* The Lessor hereby agrees to accept and lease to the Lessee hereunder (provided that the conditions of Section 2(b) of the Investment Agreement are complied with), and the Lessee hereby agrees to lease from the Lessor hereunder, each Unit which shall be delivered on or before March 30, 1970 by the Vendor thereof to the Lessor pursuant to the Purchase Order and the Purchase Order Assignment therefor and which shall be delivered by the Lessor and accepted by the Lessee hereunder as evidenced by the execution by the Lessee of a Certificate of Delivery leasing such Unit hereunder. The Lessor will cause each Unit accepted by the Lessor pursuant to the Purchase Order therefor to be tendered to the Lessee at the point within the Continental United States at which such Unit is delivered to the Lessor under the Purchase Order therefor. Upon such tender the Lessee will cause its authorized representative to inspect the same, and if such Unit is found to be in good order, to accept delivery of such Unit and to execute and deliver to the Lessor a Certificate of Delivery effective as of the date of such tender for the purpose of leasing such Unit under and pursuant to the terms of this Lease; whereupon such Unit shall be deemed to

have been delivered to and accepted by the Lessee and shall be subject thereafter to all of the terms and conditions of this Lease.

SECTION 3. *Rentals and Term.* The Lessee agrees to pay to the Lessor as rental for each Unit subject to this Lease thirty consecutive semi-annual payments, as follows:

(a) the first such payment shall be in an amount equal to 3.6831% of the Purchase Price for such Unit and shall be payable on the date which is 6 calendar months after the Closing Date for such Unit, and which shall be followed by;

(b) nine rental payments, each in an amount equal to 3.6831% of the Purchase Price for such Unit and which shall be payable on each subsequent semi-annual anniversary date of the first rental payment due date, and which shall be followed by;

(c) twenty rental payments, each in an amount equal to 6.3462% of the Purchase Price for such Unit and which shall be payable on each subsequent semi-annual anniversary date of the first rental payment due date, to and including the 29th such anniversary date.

If any of the payment dates referred to above is not a business day, the payment otherwise then payable shall be payable on the next succeeding business day.

All payments provided for in this Lease to be made to the Lessor including, but not limited to the payments required under Section 7 of this Lease, shall be made to the Agent at its office at 650 Madison Avenue, New York, N. Y. or at such other place as the Lessor shall specify in writing.

This Lease is a net lease and the Lessee shall not be entitled to any abatement of rent, reduction thereof or setoff against rent, including, but not limited to, abatements, reductions or setoffs due or alleged to be due to, or by reason of, any past, present or future claims of the Lessee against the Lessor under this Lease or otherwise or against any person or any entity having a beneficial interest in any Unit; nor, except as otherwise expressly provided herein, shall this Lease terminate, or the respective obligations of the Lessor or the Lessee be otherwise affected, by reason of any defect in or damage to or loss of possession or loss of use of or destruction of all or any of the Units leased hereunder from whatsoever cause, the prohibition of or other restriction against the Lessee's use of all or any of such Units, the interference with such use by any private person or entity, the invalidity or unenforceability or lack of due authorization of this Lease, or lack of right, power or authority of the Lessor to enter into this Lease, or by reason of any failure by the Lessor to perform any of its obligations herein contained, or for any other cause whether similar or dissimilar to the foregoing, any present or future law to

the contrary notwithstanding, it being the intention of the parties hereto that the rents and other amounts payable by the Lessee hereunder shall continue to be payable in all events in the manner and at the times herein provided unless the obligation to pay the same shall be terminated pursuant to the express provisions of this Lease.

The term of this Lease as to each Unit shall begin on the Delivery Date of such Unit and, subject to the provisions of Sections 7 and 10 hereof, shall terminate on the date on which the final semi-annual payment of rent in respect thereof is due hereunder.

SECTION 4. *Lessee's Representations and Warranties.* The Lessee represents and warrants that:

A. the Lessee is a corporation legally incorporated and validly existing, in good standing, under the laws of the State of Delaware, with adequate corporate power to enter into this Lease;

B. this Lease, the Investment Agreement, and the Purchase Order Assignments have been duly authorized, executed and delivered by the Lessee and constitute valid, legal and binding agreements, enforceable in accordance with their terms;

C. this Lease when filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act will protect the Lessor's interest in and to the Units leased hereunder and no filing, recording or deposit (or giving of notice) with any other federal, state or local government is necessary in order to protect the interests of the Lessor in and to the Units leased hereunder;

D. no approval is required from any public regulatory body with respect to the entering into or performance of this Lease;

E. the entering into and performance of this Lease, the Investment Agreement, and the Purchase Order Assignments will not result in any breach of, or constitute a default under any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which the Lessee is a party or by which it may be bound;

F. no mortgage, deed of trust, or other lien of any nature whatsoever which now covers or affects, or which may hereafter cover or affect any property or interests therein of the Lessee, now attaches or hereinafter will attach to the Units leased hereunder or in any manner affects or will affect adversely the Lessor's right, title and interest therein; *provided, however,* that such liens may attach to the rights of the Lessee hereunder (subject to all terms and provisions of this Lease) in and to the Units leased hereunder;

G. there are no suits or proceedings pending or, to the knowledge of the Lessee, threatened in any court or before any regulatory commission, board or other administrative governmental agency against or affecting the Lessee, which may have a material adverse effect on the financial condition or business of the Lessee;

H. the copies of the Purchase Orders heretofore delivered to the Lessor are true, complete and correct copies thereof as now in effect; and

I. the Certificates of Delivery, when executed and delivered by or on behalf of the Lessee, will constitute legal, valid and binding obligations enforceable in accordance with their terms.

SECTION 5. *Identification Marks.* The Lessee will cause each Unit leased hereunder to be kept numbered with the identifying number set forth in Annex A hereto and will keep and maintain, plainly, distinctly, permanently and conspicuously marked on each side of such Unit, in letters not less than one inch in height, the following words:

"C.I.T. CORPORATION, OWNER"

or other appropriate words designated by the Lessor, with appropriate changes thereof and additions thereto as from time to time may be required by law in order to protect the title of the Lessor to such Unit, and the rights of the Lessor under this Lease. The Lessee will not place any such Unit in operation or exercise any control or dominion over the same until such names and word or words shall have been so marked on both sides thereof and will replace promptly any such names and word or words which may be removed, defaced or destroyed. The Lessee will not change the identifying number of any Unit leased hereunder except in accordance with a statement of new identifying numbers to be substituted therefor, which statement previously shall have been filed with the Lessor by the Lessee and filed, recorded or deposited in all public offices where this Lease will have been filed, recorded or deposited.

Except as above provided, the Lessee will not allow the name of any person, association or corporation to be placed on the Units leased hereunder as a designation that might be interpreted as a claim of ownership other than that of the Lessor; provided, however, that the Lessee may cause the Units to be lettered with the names or initials or other insignia customarily used by the Lessee on railroad equipment used by it of the same or a similar type for convenience of identification of its rights to use the Units as permitted under this Lease.

SECTION 6. *Taxes.* Lessee agrees to pay and to indemnify and hold Lessor and the Agent harmless from, all license and registration fees and all sales, use,

personal property, stamp or other taxes, levies, imposts, duties, charges or withholdings of any nature (together with any penalties, fines or interest thereon) imposed against the Lessor, the Agent, the Lessee or the Units leased hereunder by any governmental or taxing authority upon or with respect to the Units, or upon the purchase, ownership, delivery, leasing, possession, use, operation, return or other disposition thereof, or upon the rentals, receipts or earnings arising therefrom or upon or with respect to this Lease (excluding, however, any Federal income taxes payable by the Lessor or the Agent in consequence of the receipt of any payments provided for in this Lease and other than the aggregate of all local or state income taxes or franchise taxes measured by net income based on such payments, up to the amount of any such taxes which would be payable to the taxing jurisdictions in which the Lessor has its principal place of business if there were no apportionment to any other taxing jurisdiction, except any such tax which is in substitution for or relieves the Lessee from the payment of any tax or other amount which the Lessee would otherwise be obligated to pay or reimburse the Lessor or the Agent for as provided in this Lease), unless, and to the extent only, that any such tax, levy, impost, duty, charge or withholding is being contested by the Lessee in good faith and by appropriate proceedings and the nonpayment thereof does not, in the opinion of the Lessor, adversely affect the property or rights of the Lessor. In case any report or return is required to be made with respect to any obligation of the Lessee under this Section or arising out of this Section, the Lessee will either make such report or return in such manner as will show the ownership of the Units leased hereunder in the Lessor and send a copy of such report or return to the Lessor or will notify the Lessor of such requirement and make such report or return in such manner as shall be satisfactory to the Lessor. All of the obligations of the Lessee under this Section with respect to any fees, taxes, levies, imposts, duties, charges or withholdings (together with any penalties, fines or interest thereon) imposed or accrued before the expiration or other termination of this Lease shall continue in full force and effect notwithstanding such expiration or other termination and are expressly made for the benefit of, and shall be enforceable by, the Lessor and the Agent.

SECTION 7. *Payment for Casualty Occurrences.* In the event that any Unit leased hereunder shall become worn out, lost, stolen, destroyed or irreparably damaged, from any cause whatsoever, or taken or requisitioned by condemnation or otherwise (such occurrences being hereinafter called "Casualty Occurrences") during the term of this Lease, the Lessee shall within ten days after it shall have determined that such Unit has suffered a Casualty Occurrence, fully inform the Lessor in regard thereto. On the next succeeding rental payment date with respect to such Unit the Lessee shall

pay to the Lessor an amount equal to the accrued rental for such Unit to the date of such payment plus a sum equal to the Casualty Value, as hereinafter defined, of such Unit as of the date of such payment in accordance with the schedule set out below. Upon the making of such payment by Lessee in respect of any Unit, the rental for such Unit shall cease to accrue as of the date of such payment, the term of this Lease as to such Unit shall terminate and (except in the case of the loss, theft or destruction of such Unit) the Lessor shall be entitled to recover possession of such Unit as provided in Section 13 hereof.

The Casualty Value of each Unit as of any rental payment date shall be that percentage of the Purchase Price applicable to such Unit as is set forth in the following schedule opposite the number of such rental payment date:

<u>Payment No.</u>	<u>Percentage</u>	<u>Payment No.</u>	<u>Percentage</u>
1 -----	100%	16 -----	85%
2 -----	100	17 -----	80
3 -----	100	18 -----	75
4 -----	100	19 -----	70
5 -----	100	20 -----	70
6 -----	100	21 -----	60
7 -----	100	22 -----	60
8 -----	100	23 -----	50
9 -----	100	24 -----	50
10 -----	100	25 -----	40
11 -----	100	26 -----	40
12 -----	100	27 -----	30
13 -----	95	28 -----	30
14 -----	90	29 -----	20
15 -----	90	30 -----	20

Except as hereinabove in this Section 7 provided, the Lessee shall not be released from its obligations hereunder in the event of, and shall bear the risk of, any Casualty Occurrence to any Unit after delivery to and acceptance thereof by the Lessee hereunder.

SECTION 8. *Annual Reports.* On or before February 1 in each year commencing with the year 1971, the Lessee will cause to be furnished to the Lessor an accurate statement, as of the immediately preceding January 1, (a) showing the amount, description and numbers of the Units then leased hereunder, the amount, description and numbers of all Units that may have suffered a Casualty Occurrence during the preceding twelve months (or since the date of this Lease, in the case of the first such statement), and such other

information regarding the condition and state of repair of the Units leased hereunder as the Lessor may reasonably request and (b) stating that, in the case of all Units leased hereunder repainted during the period covered by such statement, the markings required by Section 5 hereof shall have been preserved or replaced. The Lessor shall have the right at its sole cost and expense, by its authorized representatives, to inspect the Units leased hereunder and the Lessee's records with respect thereto, at such times as shall be reasonably necessary to confirm to the Lessor the existence and proper maintenance thereof during the continuance of this Lease.

SECTION 9. *Disclaimer of Warranties; Compliance with Laws and Rules; Maintenance; and Indemnification.* The Lessor makes no warranty or representation, either express or implied, as to the design or condition of, as to the quality of the material, equipment or workmanship in, the Units delivered to the Lessee hereunder, and the Lessor makes no warranty of merchantability or fitness of the Units for any particular purpose or as to title to the Units or any component thereof, it being agreed that all such risks, as between the Lessor and the Lessee, are to be borne by the Lessee. Lessee's acceptance of delivery of the Units shall be conclusive evidence as between the Lessee and the Lessor that all Units described in any Certificate of Delivery are in all the foregoing respects satisfactory to the Lessee and the Lessee will not assert any claim of any nature whatsoever against the Lessor based on any of the foregoing matters.

The Lessee agrees, for the benefit of the Lessor, to comply in all respects with all laws of the jurisdictions in which the Units leased hereunder may be operated, with the Interchange Rules of the Association of American Railroads and with all lawful rules of the Interstate Commerce Commission and any other legislative, executive, administrative or judicial body exercising any power or jurisdiction over such Units. In the event that such laws or rules require the alteration of the Units leased hereunder or in case any equipment or appliance on any such Unit shall be required to be changed or replaced, or in case any additional or other equipment or appliance is required to be installed on such Unit in order to comply with such laws, regulations, requirements and rules, the Lessee agrees to make such alterations, changes, additions and replacements at its own expense; and the Lessee agrees at its own expense to use, maintain and operate such Units in full compliance with such laws, regulations, requirements and rules so long as they are subject to this Lease; *provided, however*, that the Lessee may, in good faith, contest the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of the Lessor, adversely affect the property or rights of the Lessor.

The Lessee agrees that, at its own cost and expense, it will maintain and keep each Unit which is subject to this Lease in good order and repair.

Any and all additions to any Unit leased hereunder and any and all parts installed on or replacements made to any such Unit shall be considered accessions to such Unit and, at the cost and expense of the Lessee, full ownership thereof free of any lien, charge, security interest, or encumbrance shall immediately be vested in the Lessor.

The Lessee agrees to indemnify and save harmless the Lessor and the Agent against any charge or claim made against the Lessor or the Agent, and against any expense, loss or liability (including but not limited to counsel fees and expenses, patent liabilities, penalties and interest) which the Lessor or the Agent may incur in any manner by reason of entering into or the performance of this Lease or by reason of the ownership of any Unit, or which may arise in any manner out of or as the result of the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any Unit under this Lease. The Lessee further agrees to indemnify and save harmless the Lessor and the Agent against any charge, claim, expense, loss or liability on account of any accident in connection with the operation, use, condition, possession or storage of any Unit resulting in damage to property or injury to any person. The indemnities arising under this paragraph shall survive payment of all other obligations under this Lease or the termination of this Lease.

The Lessee agrees to prepare and deliver to the Lessor within a reasonable time prior to the required date of filing (or, to the extent permissible, file on behalf of the Lessor) any and all reports to be filed by the Lessor with any federal, state or other regulatory authority by reason of its ownership of the Units or the leasing thereof to the Lessee.

SECTION 10. Default. If, during the continuance of this Lease, one or more of the following events (herein called "Events of Default") shall occur:

A. default shall be made in the payment of any part of the rental provided for in Section 3 hereof and such default shall continue for five days;

B. any representation or warranty made by the Lessee herein or in any document or certificate furnished the Lessor in connection herewith or pursuant hereto shall prove to be incorrect at any time in any material respect;

C. the Lessee shall make or permit any unauthorized assignment or transfer of this Lease or of possession of the Units leased hereunder, or any thereof;

D. default shall be made in the observance or performance of any other of the covenants, conditions and agreements on the part of the Lessee contained herein and such default shall continue for 30 days after written notice from the Lessor to the Lessee specifying the default and demanding the same to be remedied;

E. any proceedings shall be commenced by or against the Lessee for any relief under any bankruptcy or insolvency laws, or laws relating to the relief of debtors, readjustments of indebtedness, reorganizations, arrangements, compositions or extensions (other than a law which does not permit any readjustment of the obligations of the Lessee hereunder), and all the obligations of the Lessee under this Lease shall not have been duly assumed in writing, pursuant to a court order or decree, by a trustee or trustees or receiver or receivers appointed for the Lessee or for the property of the Lessee in connection with any such proceedings or otherwise given a status comparable to obligations incurred by such a trustee or trustees or receiver or receivers, within 30 days after such appointment, if any, or 60 days after such proceedings shall have been commenced, whichever shall be earlier; or

F. a petition for reorganization under Section 77 of the Bankruptcy Act, as now constituted or as said Section 77 may be hereafter amended, shall be filed by or against the Lessee and, unless such petition shall within 30 days from the filing thereof be dismissed, nullified, stayed or otherwise rendered ineffective (but then only so long as such stay shall continue in force or such ineffectiveness shall continue), all the obligations of the Lessee under this Lease shall not have been duly assumed in writing, pursuant to a court order or decree, by a trustee or trustees appointed in such proceedings in such manner that such obligations shall have the same status as obligations incurred by such trustee or trustees, within 30 days after such appointment, if any, or 60 days after such petition shall have been filed, whichever shall be earlier;

then, in any such case, the Lessor, at its option, may:

(a) proceed by appropriate court action or actions either at law or in equity, to enforce performance by the Lessee of the applicable covenants of this Lease or to recover damages for the breach thereof; or

(b) by notice in writing to the Lessee terminate this Lease, whereupon all rights of the Lessee to the use of the Units leased hereunder shall absolutely cease and determine as though this Lease had never been made, but the Lessee shall remain liable as hereinafter provided; and thereupon the Lessor may by its agents enter upon the premises of the Lessee or other premises where any of the Units leased hereunder may be and take possession of all or any of such Units and thenceforth hold, possess and enjoy the same free from any right of the Lessee, or its successors or assigns, to use the Units for any purposes whatever; but

the Lessor shall, nevertheless, have a right to recover from the Lessee any and all amounts which under the terms of this Lease may be then due or which may have accrued to the date of such termination (computing the rental for any number of days less than a full rental period by multiplying the rental for such full rental period by a fraction of which the numerator is such number of days and the denominator is the total number of days in such full rental period) and also to recover forthwith from the Lessee (i) as damages for loss of the bargain and not as a penalty, a sum, with respect to each Unit leased hereunder, which represents the excess of (x) the present value, at the date of such termination, of the entire unpaid sum of all rental payments for such Unit which would otherwise have accrued hereunder from the date of such termination to the end of the term of this Lease as to such Unit over (y) the then present value of the rental payments which the Lessor reasonably estimates to be obtainable for the use of the Unit during such period, (ii) any damages and expenses, including reasonable attorneys' fees, in addition thereto which the Lessor shall have sustained in the exercise of Lessor's remedies hereunder available upon the occurrence of an Event of Default or by reason of the breach of any covenant or covenants of this Lease other than for the payment of rental and including, without limitation, (iii) an amount which, after deduction of all taxes required to be paid by the Lessor in respect of the receipt thereof under the laws of the United States or any political subdivision thereof, shall be equal to any portion of the investment credit allowed by Section 38 of the Internal Revenue Code of 1954, as in effect on April 1, 1969, lost by the Lessor as a result of the sale or other disposition of the Lessor's interest in any Unit after the occurrence of an Event of Default. The present value at any date of any rental payment shall mean an amount which, with interest thereon at the rate of $6\frac{1}{4}\%$ per annum compounded semi-annually from such date to the date on which such rental payment would become due and payable, will equal the amount of such rental payment.

The remedies in this Lease provided in favor of the Lessor shall not be deemed exclusive, but shall be cumulative, and shall be in addition to all other remedies in its favor existing at law or in equity. The Lessee hereby waives any mandatory requirements of law, now or hereafter in effect, which might limit or modify the remedies herein provided, to the extent that such waiver is permitted by law. The Lessee hereby waives any and all existing or future claims to any offset against the rental payments due hereunder, and agrees to make rental payments regardless of any offset or claim which may be asserted by the Lessee or on its behalf.

The failure of the Lessor to exercise the rights granted it hereunder upon the occurrence of any of the contingencies set forth herein shall not constitute a waiver of any such right upon the continuation or recurrence of any such contingencies or similar contingencies.

SECTION 11. *Return of Units Upon Default.* If this Lease shall terminate pursuant to Section 10 hereof, the Lessee shall forthwith deliver possession of the Units leased hereunder at the time of such termination to the Lessor. For the purpose of delivering possession of any Unit or Units to the Lessor as above required, the Lessee shall at its own cost, expense and risk:

A. forthwith cause such Units to be placed upon such storage tracks or other suitable property of the Lessee as the Lessor may reasonably designate or, in the absence of such designation, as the Lessee may select,

B. permit the Lessor to store such Units on such tracks or other suitable property for a period not exceeding six months, and

C. transport the same, at any time within such six months' period, to any place on any lines of railroad of the Lessee selected by the Lessor or to any connecting carrier for shipment, all as directed by the Lessor.

The assembling, delivery, storage and transporting of the Units as hereinbefore provided shall be at the expense and risk of the Lessee and are of the essence of this Lease, and upon application to any court of equity having jurisdiction in the premises the Lessor shall be entitled to a decree against the Lessee requiring specific performance of the covenants of the Lessee so to assemble, deliver, store and transport the Units. During any storage period, the Lessee will permit the Lessor or any person designated by it, including the authorized representative or representatives of any prospective purchaser of any such Unit to inspect the same; *provided, however*, that the Lessee shall not be liable, except in the case of negligence of the Lessee or of its employees or agents, for any injury to, or the death of, any person exercising, either on behalf of the Lessor or any prospective purchaser, the rights of inspection granted under this sentence.

Without in any way limiting the obligation of the Lessee under the foregoing provisions of this Section 11, the Lessee hereby irrevocably appoints the Lessor as the agent and attorney of the Lessee, with full power and authority, at any time while the Lessee is obligated to deliver possession of any Unit to the Lessor, to demand and take possession of such Unit in the name and on behalf of the Lessee from whomsoever shall be at the time in possession of such Unit.

SECTION 12. *Assignment; Possession and Use.* This Lease shall be assignable in whole or in part by the Lessor without the consent of the Lessee, but the Lessee shall be under no obligation to any assignee of the Lessor except upon written notice of such assignment from the Lessor.

So long as the Lessee shall not be in default under this Lease, the Lessee shall be entitled to the possession and use of the Units leased hereunder in accordance with the terms of this Lease, but, without the prior written consent

of the Lessor, the Lessee shall not assign or transfer its leasehold interest under this Lease in the Units or any of them. In addition, the Lessee, at its own expense, will promptly cause to be duly discharged any lien, charge, security interest or other encumbrance (other than an encumbrance resulting from claims against the Lessor not related to the ownership of the Units) which may at any time be imposed on or with respect to any Unit leased hereunder including any accession thereto or the interests of the Lessor or the Lessee therein. The Lessee shall not, without the prior written consent of the Lessor, part with the possession or control of, or suffer or allow to pass out of its possession or control, any of the Units leased hereunder, except to the extent permitted by the provisions of the next succeeding paragraph hereof.

So long as the Lessee shall not be in default under this Lease, the Lessee shall be entitled to the possession of the Units leased hereunder and to the use thereof upon its lines of railroad or upon lines of railroad over which the Lessee has trackage or other operating rights or over which railroad equipment of the Lessee is regularly operated pursuant to contract, and also to permit the use of such Units upon other railroads in the usual interchange of traffic, but only upon and subject to all the terms and conditions of this Lease.

Nothing in this Section 12 shall be deemed to restrict the right of the Lessee to assign or transfer its leasehold interest under this Lease in the Units or possession of the Units to any corporation (which shall have duly assumed all of the obligations hereunder of the Lessee) into or with which the Lessee shall have become merged or consolidated or which shall have acquired the property of the Lessee as an entirety or substantially as an entirety.

The Lessee agrees that during the term of this Lease the Lessee will not assign any Unit leased hereunder to service involving the regular operation and maintenance thereof outside the United States of America and that during such term any use of any such Unit outside the United States of America will be limited to incidental and temporary use in Mexico and Canada.

SECTION 13. Purchase Option; Return of the Units upon Expiration of Term. Not more than six months before the due date of the final semi-annual payment of rent for the first delivered Unit leased hereunder in any Group (as hereinafter defined), the Lessee may cause the Appraiser (as hereinafter defined) to make, at the expense of the Lessee, an appraisal of the fair market value of all of the Units in such Group then leased hereunder, and the report of the Appraiser setting forth its determination of such fair market value shall be delivered to the Lessor and the Lessee not later than four and one-half months prior to such final semi-annual rental payment date. The term "Group" as used hereinabove shall mean all of the Units described in any one Purchase

Order. Such fair market value shall be determined on the basis of, and shall be equal in amount to, the value which would obtain in an arm's-length transaction between an informed and willing buyer-user (other than (i) a lessee currently in possession and (ii) a used equipment dealer) and an informed and willing seller under no compulsion to sell and, in such determination, costs of removal from the location of current use shall not be a deduction from such value and such fair market value as so determined in respect of any Unit is hereinafter called the Market Value of such Unit.

If the Lessee shall cause such appraisal to be made, the Lessee, by written notice delivered to the Lessor not later than 15 days after delivery of the Appraiser's report, unless an Event of Default shall have occurred and be continuing hereunder, may elect to purchase all, but not fewer than all, the Units in such Group then leased hereunder, the Market Value of which shall have been determined as herein provided, for an aggregate purchase price in cash equal to the Market Value of all of such Units, the applicable portion of which is to be payable for each such Unit on the date on which the term of this Lease for such Unit expires. Upon payment of any such portion of such purchase price, the Lessor shall upon request of the Lessee execute and deliver to the Lessee, or to the Lessee's assignee or nominee, a bill of sale (without representations or warranties except that such Units are free and clear of all claims, liens, security interests and other encumbrances by or in favor of any person claiming by, through or under the Lessor) for such Units paid for, and such other documents as may be required to release such Units from the terms and scope of this Lease and to transfer title thereto to the Lessee or such assignee or nominee, in such form as may reasonably be requested by the Lessee, all at the Lessee's expense.

The term Appraiser shall mean such independent appraiser as the Lessor and the Lessee may mutually agree upon; or, failing such agreement, a panel of three independent appraisers, one of whom shall be selected by the Lessor, the second by the Lessee and the third designated by the first two so selected. In the event that the Appraiser is a panel of three, any decision in which any two of its members concur shall be binding and conclusive upon the Lessor and the Lessee.

Unless the Units are sold to the Lessee pursuant to the foregoing provisions, the Lessee will, upon the expiration of the term of this Lease with respect to any Units not sold to Lessee, assemble and deliver possession of such Units to the Lessor on storage tracks or other suitable property of the Lessee reasonably selected by the Lessor, or, at the option of the Lessor and at the risk and expense of the Lessee, transport such Units to such reasonable place on such lines of railroad of the Lessee as may be directed by the Lessor; and, in either

event, storage of such Units for a period not exceeding four months will be at the expense and risk of the Lessee. The Lessee will provide the Lessor access to such Units and will allow the Lessor to display the Units to any potential buyers or lessees of the Units. The Lessee shall not be liable, except in the case of negligence of the Lessee or of its employees or agents, for any injury to, or the death of, any person exercising, either on behalf of the Lessor or any prospective purchaser or lessee, the rights of inspection granted under the preceding sentence. The assembling, delivery, storage and transporting of the Units as hereinbefore provided are of the essence of this Lease, and upon application to any court of equity having jurisdiction in the premises the Lessor shall be entitled to a decree against the Lessee requiring specific performance of the covenants of the Lessee so to assemble, deliver, store and transport the Units.

SECTION 14. *Investment Tax Credit.* If the Lessor shall lose or be unable to utilize any portion of the investment tax credit allowed by Section 38 and related Sections of the Internal Revenue Code of 1954, as in effect on April 1, 1969, with respect to any Unit at any time leased hereunder and such loss or inability to utilize such investment tax credit shall be the result of a change in relevant law which is an aftermath of the Nixon administration's tax reform proposals presented to Congress on or before April 30, 1969 or the result of any other change in relevant law effective prior to the purchase by the Lessor of such Unit, then upon receipt of a written demand therefor from the Lessor, the Lessee will pay to the Lessor a sum which, after deduction of all taxes required to be paid by the Lessor in respect of the receipt thereof under the laws of the United States or any political subdivision thereof (after giving credit for any savings in respect of any such taxes by reason of deductions, credits or allowance in respect of the payment of any such taxes) shall be equal to the amount of such investment tax credit so lost and/or which could not be so utilized by the Lessor, together with any interest which may be assessed by the taxing entity concerned against the Lessor in connection with such loss of and/or inability to utilize the investment tax credit. The Lessor shall be entitled to make such written demand at any time after the Lessor has, (i) upon advice of counsel decided that such investment tax credit is not available or (ii) pursuant to a notice of disallowance from the Internal Revenue Service, paid an amount equal to the tax credit and interest thereon, in respect of which such written demand is made. The Lessor agrees that if, in the opinion of independent counsel selected by Lessor, a bona fide claim to the tax credit exists and with respect to which Lessee is required to indemnify Lessor for hereunder, the Lessor shall, upon request and at the expense of the Lessee, take all such legal or appellate action deemed reasonable by its said counsel in order to sustain said tax credit. The Lessor may take

such action prior to making payment of the amounts claimed pursuant to such decision as to unavailability or pursuant to such notice of disallowance or may make payment and then sue for refund. In the latter event, the Lessee shall promptly reimburse the Lessor for such payment, in which case the Lessor shall promptly turn over to the Lessee, upon receipt, any such refund and the interest thereon paid to it by the Internal Revenue Service, as well as any other amounts theretofore paid by Lessee to Lessor pursuant to the first sentence of this Section 14. The Lessor shall not be obligated to take any such action unless the Lessee shall first have indemnified the Lessor for all liabilities and expenses which may be entailed therein and shall have furnished the Lessor with such reasonable security therefor as may be requested.

The indemnity contained in this Section 14 shall survive the expiration or other termination of this Lease. This remedy shall be in addition to all other remedies in favor of the Lessor existing in this Lease or at law or in equity.

SECTION 15. *Opinion of Counsel.* Concurrently with the execution and delivery of this Lease, the Lessee will deliver to the Lessor two counterparts of the written opinion of counsel for the Lessee, dated as of the date delivered, addressed to the Lessor, in scope and substance satisfactory to the Lessor and its counsel, to the effect that:

A. the Lessee is a corporation legally incorporated and validly existing, in good standing, under the laws of the State of Delaware, with adequate corporate power to enter into this Lease, the Investment Agreement and the Purchase Order Assignments;

B. this Lease, the Investment Agreement and the Purchase Order Assignments have been duly authorized, executed and delivered by the Lessee and constitute valid, legal and binding agreements, enforceable in accordance with their terms;

C. this Lease, when filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act will protect the Lessor's interests in and to the Units leased hereunder and no filing, recording or deposit (or giving of notice) with any other federal, state or local government is necessary in order to protect the interests of the Lessor in and to the Units;

D. no approval is required from any public regulatory body with respect to the entering into or performance of this Lease;

E. the entering into and performance of this Lease, the Investment Agreement and the Purchase Order Assignments will not result in any breach of, or constitute a default under any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which the Lessee is a party or by which it may be bound;

F. there are no suits or proceedings pending or, to the knowledge of Lessee's counsel, threatened in any court or before any regulatory commission, board or other administrative governmental agency against or affecting Lessee, which may have a material adverse effect on the financial condition or business of Lessee;

G. no mortgage, deed of trust, or other lien of any nature whatsoever which now covers or affects, or which may hereafter cover or affect any property or interests therein of the Lessee, now attaches or hereinafter will attach to the Units leased hereunder or in any manner affects or will affect adversely the Lessor's right, title and interest therein; *provided, however*, that such lien may attach to the rights of the Lessee hereunder (subject to all terms and provisions of this Lease) in and to the Units; and

H. the Certificates of Delivery, when executed and delivered by the Lessee, will constitute legal, valid and binding obligations enforceable in accordance with their terms.

SECTION 16. *Recording; Expenses.* Prior to the delivery and acceptance of any Units, the Lessee will cause this Lease to be filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act. The Lessee will, from time to time, do and perform any other act and will execute, acknowledge, deliver, file, register, record and deposit (and will refile, reregister, rerecord or redeposit whenever required) any and all further instruments required by law or reasonably requested by the Lessor for the purpose of proper protection, to the satisfaction of the Lessor, of the Lessor's title to the Units, or for the purpose of carrying out the intention of this Lease.

The Lessee will also pay, or will upon demand reimburse the Lessor for all reasonable fees and costs of any attorney (except Lessor's house counsel) specially retained by Lessor to take any action to protect the interests of the Lessor in connection with this Lease including, but without limitation, the institution of any action or proceeding to enforce the terms of this Lease.

SECTION 17. *Interest on Overdue Rentals.* Anything to the contrary herein contained notwithstanding, any nonpayment of rentals due hereunder shall result in the obligation on the part of the Lessee promptly to pay also interest at the rate of 9% per annum on any part of such rental not paid on the due date thereof for any period during which the same shall be overdue.

SECTION 18. *Lessor's Agency.* The Agent is acting herein as agent for the Lessor which will be the owner of all Units leased hereunder. The Agent hereby represents and warrants to the Lessee that the Agent is duly authorized

to enter into this Lease as agent for the Lessor and to perform, as agent for the Lessor, all the obligations of the Lessor hereunder.

SECTION 19. *Notices.* Any notice required or permitted to be given by either party hereto to the other shall be deemed to have been given when deposited in the United States mails, first-class postage prepaid, addressed as follows:

if to the Lessor, at 650 Madison Avenue, New York, N. Y. 10022,
Attention: Vice President, C.I.T. Leasing Corporation, National Division;

if to the Lessee, at LaSalle Street Station, Chicago, Illinois 60605,
Attention: Secretary;

or addressed to either party at such other address as such party shall hereafter furnish to the other party in writing.

SECTION 20. *Severability; Effect and Modification of Lease.* Any provision of this Lease which is prohibited or unenforceable in any jurisdiction, shall be, as to such jurisdiction, ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

No variation or modification of this Lease and no waiver of any of its provisions or conditions shall be valid unless in writing and signed by duly authorized officers of the Lessor and the Lessee.

SECTION 21. *Execution in Counterparts.* This Lease may be executed in several counterparts, each of which so executed shall be deemed to be an original, and in each case such counterparts together shall constitute but one and the same instrument.

SECTION 22. *Law Governing.* This Lease shall be construed in accordance with the laws of New York; *provided, however,* that the parties shall be entitled to all rights conferred by Section 20c of the Interstate Commerce Act.

SECTION 23. *Lessor's Right to Perform for Lessee.* If the Lessee fails to duly and promptly perform any of its obligations under this Lease or fails to comply with any of the covenants or agreements contained herein, the Lessor may itself perform such obligations or comply with such covenants or agreements, for the account of Lessee without thereby waiving any default, and any amount paid or expense (including reasonable attorneys' fees) incurred by Lessor in connection with such performance or compliance shall together with interest thereon at the rate of 9% per annum, be payable by Lessee to Lessor on demand.

SECTION 24. *No Tax Credit Election.* Nothing contained herein shall be construed as an election by Lessor to treat Lessee as having acquired the Units leased hereunder for purposes of the investment credit allowed by the provisions of Section 38 and related Sections of the Internal Revenue Code of 1954, as amended.

IN WITNESS WHEREOF, the Lessee and the Agent acting for the Lessor, each pursuant to due corporate authority, have caused these presents to be signed in their respective corporate names by duly authorized officers and their respective corporate seals to be hereunto affixed and duly attested, as of the date first above written.

C.I.T. LEASING CORPORATION

as Agent for

C.I.T. CORPORATION, Lessor

By Thomas J. McPhillips
Vice President

Attest:

By Jack Levinson
Assistant Secretary

CHICAGO, ROCK ISLAND AND

PACIFIC RAILROAD COMPANY, Lessee

By William J. Dean
Vice President

Attest:

By P. A. Kacimark
Assistant Secretary

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

On this 17th day of June, 1969, before me personally appeared Thomas J. DiGregorio, to me personally known, who, being by me duly sworn, says that he is a Vice President of C.I.T. LEASING CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Alma Leim
Notary Public

My Commission Expires 3-30-70

(SEAL)

ALMA LEIM
NOTARY PUBLIC
COUNTY OF NEW YORK
COMMISSION EXPIRES 3-30-70

STATE OF ILLINOIS }
COUNTY OF COOK } ss.:

On this 17th day of June, 1969, before me personally appeared William J. DiGregorio, to me personally known, who, being by me duly sworn, says that he is a Vice President of CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

John P. Davis
Notary Public

My Commission Expires Oct. 25, 1969

(SEAL)

ANNEX A

DESCRIPTION OF EQUIPMENT

Type	Quantity	Specifications	Place of Construction	Builder	Delivery	Chicago, Rock Island and Pacific Railroad Company Road Numbers (both inclusive)
✓ 50 ft., 70-Ton PS-1 Box Cars, with plug doors, Class XL, with side wall fillers.	125	Pullman-Standard Specifications No. 2541 dated January 24, 1969	Bessemer, Ala.	Pullman Incorporated (Pullman-Standard division)	June 15, 1969 through August 31, 1969	35050-35174
✓ 50 ft., 70-Ton PS-1 Box Cars, with plug door, Class XL, without side wall fillers.	75	Pullman-Standard Specifications No. 2541 dated January 24, 1969	Bessemer, Ala.	Pullman Incorporated (Pullman-Standard division)	June 15, 1969 through August 31, 1969	35175-35249
✓ 50 ft., 70-Ton PS-1 Box Cars, with sliding doors, Class XL.	50	Pullman-Standard Specifications No. 2545 dated January 23, 1969	Bessemer, Ala.	Pullman Incorporated (Pullman-Standard division)	June 15, 1969 through August 31, 1969	35000-35049
40 cubic yard, 77-Ton capacity Air Dump Cars, Class MWD.	12	Difco, Inc. proposals dated December 19, 1968 and January 3, 1969	Findlay, Ohio	Difco, Inc.	August, 1969	97422-97433
✓ 60 ft., 70-Ton Flat Cars, Class FMS.	30	Ortner Freight Car Co. proposal No. OCN-789-1-69 and revision dated January 24, 1969	Covington, Ky.	Ortner Freight Car Co.	September, 1969	92820-92949
✓ 86 ft. 6 in. High Density Box Cars, Class XL.	10	Joint Mechanical Committee's general specifications	Greenville, Pa.	Greenville Steel Car Co.	September, 1969	32900-32909
70 Ton, 2,600 Cubic foot capacity airslide covered hopper cars, Class LO.	35	General American Transportation Company Specifications No. RLE-3150.70-104	East Chicago, Ind.	General American Transportation Corporation	December, 1969	8679-8713
Double Deck Cab Commuter cars, Class PB.	5	Pullman-Standard Specifications dated December 5, 1968	Chicago, Ill.	Pullman Incorporated (Pullman-Standard division)	October through December, 1969	CC115-CC119
Double Deck Trailer Commuter Cars, Class PB.	5	Pullman-Standard Specifications dated December 5, 1968	Chicago, Ill.	Pullman Incorporated (Pullman-Standard division)	October through December, 1969	155-159

ANNEX B TO LEASE
CERTIFICATE OF DELIVERY

Certificate of Delivery issued pursuant to the Lease Agreement for Railroad Equipment (the "Lease") dated as of June 1, 1969 between C.I.T. Corporation ("Lessor"), acting through its agent and affiliate, C.I.T. Leasing Corporation and Chicago, Rock Island and Pacific Railroad Company ("Lessee").

Lessor hereby accepts and leases to Lessee and Lessee hereby accepts and leases from Lessor the following Units pursuant to the Lease:

<u>Description of Units</u>	<u>Quantity</u>	<u>Numbers (both inclusive)</u>
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The Delivery Date of such Units is the date of this Certificate.

Lessee confirms that the Units listed herein:

1. have been accepted by Lessee at _____;
2. are in good order; and
3. are each marked as showing Lessor's interest in accordance with Section 5 of the Lease.

The Lessee warrants that the Units described herein are new and that no original use thereof has commenced prior to the date hereof.

All of the terms used herein which are defined in the Lease are used herein as so defined.

By -----
Authorized Representative of
C. I. T. LEASING CORPORATION.
as Agent for
C. I. T. CORPORATION, Lessor
and
CHICAGO, ROCK ISLAND AND
PACIFIC RAILROAD COMPANY, Lessee

Date

EXHIBIT B

7/31/73

JOB C51120 ROCK ISLAND RAILROAD
 LIST OF CARS TO BE REHABILITATED WITH FUNDS
 PROVIDED BY SECTION 511, 4 R ACT LOAN

PAGE 1

INIT	NUMBER	CAR TYPE	O/L	LESSOR	TALLY
RI	035018	BOX-EQ	L	820	
RI	035040	BOX-EQ	L	820	
RI	035086	BOX-EQ	L	820	
RI	035126	BOX-EQ	L	820	
RI	035127	BOX-EQ	L	820	
RI	035131	BOX-EQ	L	820	
RI	035137	BOX-EQ	L	820	
RI	035140	BOX-EQ	L	820	
RI	035143	BOX-EQ	L	820	
RI	035147	BOX-EQ	L	820	
RI	035158	BOX-EQ	L	820	
RI	035174	BOX-EQ	L	820	
RI	035178	BOX-EQ	L	820	
RI	035188	BOX-EQ	L	820	
RI	035195	BOX-EQ	L	820	
RI	035200	BOX-EQ	L	820	
RI	035208	BOX-EQ	L	820	
TYPE TOTAL					17
RI	008693	CHP-AS	L	820	
RI	008710	CHP-AS	L	820	
TYPE TOTAL					2
RI	092822	FLAT-E	L	820	
RI	092829	FLAT-E	L	820	
RI	092831	FLAT-E	L	820	
RI	092839	FLAT-E	L	820	
RI	092842	FLAT-E	L	820	
TYPE TOTAL					5
LESSOR TOTAL					24



EXHIBIT C

A. The following sentences are hereby added to the end of the first paragraph of Section 5 of the Lease:

"Lessee may change the identification marks on the Units to reflect the interest of Lessee in the Units provided Lessor is promptly notified of such change. Such change shall be filed, recorded and deposited and Lessor's interest in the Units shall continue to be marked on the Units, all as provided in this Section 5."

B. The following paragraphs are hereby substituted in lieu of existing section 6 of the Lease:

"Section 6. Taxes. All payments to be made by Lessee hereunder will be free of expense to Lessor or Agent for collection or other charges and will be free of expense to Lessor or Agent with respect to the amount of any local, state, Federal or foreign taxes (income, gross receipts, franchise, sales, use, property [real or personal, tangible or intangible], stamp and minimum [imposed under Section 56 of the Internal Revenue Code of 1954, as amended] taxes), or license fees, assessments, charges, fines or penalties (all such expenses, taxes, license fees, assessments, charges, fines and penalties being hereinafter called "impositions") hereafter levied or imposed upon or in connection with or measured by any Unit or this Lease or any manufacture, sale,



rental, ownership, possession, use, payment, shipment, delivery, nondelivery, rejection, transfer of title, return or other disposition of the Units (other than a disposition by Lessor following return of any Unit in accordance with Section 13 hereof), under the terms hereof (other than any United States Federal income tax [and, to the extent that Lessor receive credit therefor against their United States Federal income tax liability, any foreign income tax] on or measured by the net income of Lessor in consequence of the receipt of payments provided for herein and other than the aggregate of all state or local taxes on or measured by the net income of Lessor based on such receipts and value added taxes in lieu of such net income taxes up to the amount of any such taxes which would be payable to the state and city in which Lessor has its principal place of business without apportionment to any other state, and other than any state franchise tax which is not based on or measured by net income, except any such tax which is in substitution for or relieves Lessee from the payment of taxes which it would otherwise be obligated to pay), all of which impositions Lessee assumes and agrees to pay on demand in addition to the payments to be made by it provided for herein. Lessee will also pay promptly all impositions which may be imposed upon any Unit or for the use or operation thereof or upon the receipts or earnings arising therefrom (except as provided

above) or upon Lessor by reason of its ownership thereof and will keep at all times all and every part of such Unit free and clear of all impositions which might in any way affect the title of Lessor or the interest of Lessor or result in a lien upon any such Unit; provided, however, that Lessee shall be under no obligation to pay any impositions of any kind so long as such imposition remains unpaid and Lessee is contesting in its own name and in good faith and by appropriate legal or administrative proceedings such impositions, or Lessor is required to contest such impositions as provided in this Section 6, and the nonpayment thereof does not, in the reasonable opinion of Lessor, adversely affect the title, property or rights of Lessor. Lessee agrees to give Lessor notice of such contest brought in Lessee's name within 30 days after institution thereof and Lessor agrees to provide such information as may be reasonably requested by Lessee in furtherance of such contest. If any impositions shall have been charged or levied against Lessor directly and paid by Lessor, Lessee shall pay Lessor on presentation of an invoice therefor if Lessor shall have been legally liable with respect thereto (as evidenced by an opinion of counsel for Lessor) or Lessee shall have approved the payment thereof, and Lessor agrees to give Lessee written notice promptly after it first obtains knowledge of the making of such charge or levy, and agrees to take such other action as

may reasonably be requested by Lessee for the purpose of contesting payment or obtaining refund of all or a portion of such imposition, as hereinafter provided in this Section 6.

"In the event any returns, statements or reports with respect to impositions involving any Unit are required to be made, Lessee will make such returns, statements and reports in such manner as to show the interest of Lessor in such Units, as shall be satisfactory to Lessor or, where not so permitted, will notify Lessor of such requirement and will prepare and deliver such reports to Lessor within a reasonable period of time prior to the time such reports are to be filed in such manner as shall be satisfactory to Lessor.

"In the event that, during the continuance of this Lease, Lessee becomes liable for the payment or reimbursement of any imposition, pursuant to this Section 6, such liability shall continue, notwithstanding the expiration of this Lease, until all such impositions are paid or reimbursed by Lessee.

"If claim is made against any Lessor for any impositions indemnified against under this Section 6, Lessor shall promptly notify Lessee. If reasonably requested by Lessee in writing, Lessor shall, upon receipt of indemnity satisfactory to it for all costs, expenses, losses, legal

and accountants' fees and disbursements, penalties, fines, additions to tax and interest, and at the expense of Lessee, contest in good faith the validity, applicability or amount of such impositions by (a) resisting payment thereof if possible, (b) not paying the same except under protest, if protest is necessary and proper, and (c) if payment is made, using reasonable efforts to obtain a refund thereof in appropriate administrative or judicial proceedings, or both. Lessee may also contest, or cause to be contested, at its own expense, the validity, applicability or amount of such impositions in the name of Lessor, provided that no proceeding or action relating to such contest shall be commenced (nor shall any pleading, motion, brief or other paper be submitted or filed in the name of Lessor in any such proceeding or action) without the prior written consent of Lessor, which consent shall not be unreasonably withheld. If Lessor shall obtain a refund of all or any part of such impositions previously reimbursed by Lessee in connection with any such contest or an amount representing interest thereon applicable to the amount paid by Lessee and the period of such payment, Lessor shall pay to Lessee the amount of such refund or interest net of expenses, but only if no Event of Default, or event which with notice or lapse of time or both would constitute an Event of Default, shall have occurred and be continuing.

"Lessee shall, whenever reasonably requested by Lessor, submit copies of returns, statements, reports, billings and remittances, or furnish other evidence satisfactory to Lessor of Lessee's performance of its duties under this Section 6. Lessee shall also furnish promptly upon request such data as such party reasonably may require to permit such party's compliance with the requirements of taxing jurisdictions.

"The amount which Lessee shall be required to pay with respect to any imposition which is subject to indemnification under this Section 6 shall be an amount sufficient to restore Lessor to the same net return that would have been realized except for such payment."

C. The following paragraph is hereby added to section 7 of the Lease, following the first existing paragraph thereof:

"If Lessor shall sell any Unit that has suffered a Casualty Occurrence, after Lessee shall have paid the Casualty Value of such Unit to Lessor, then Lessee shall be entitled to an amount that is equal to the net proceeds of such sale (after deducting all expenses in connection therewith), to the extent that such amount and other credits or payments do not exceed the casualty value of such Unit".

D. The following paragraphs are hereby substituted for the existing fourth paragraph of Section 9 of the Lease:

"Lessee, at its own cost and expense, may furnish other additions, modifications and improvements (including, without limitation, any special devices, assemblies or racks at any time attached or affixed to any Unit, the cost of which is not included in the Purchase Price of such Unit and which are not required for the operation or use of such Unit by the United States Department of Transportation, the Interstate Commerce Commission or any other legislative, executive, administrative or judicial body exercising any power or jurisdiction over such Unit) (collectively "Additions") to the Units as Lessee may deem desirable in the proper conduct of its business so long as such Additions shall not be inconsistent with the continuing operation of the Units, and shall not diminish the value, utility or condition of the Units below the value, utility and condition thereof immediately prior to the making of such Additions, assuming the Units were then in the condition required to be maintained by the terms of this Lease.

"Title to all Parts (as hereinbelow defined) incorporated in or installed as part of the Units shall without further act vest in Lessor the following cases: (i) such Part is in replacement of or in substitution for, and not in addition to, any Part originally incorporated in or installed as part of a Unit at the time of the acceptance thereof hereunder or any Part in replacement of, or in

substitution for, any such original Part; (ii) such Part is required to be incorporated in or installed as part of the Units pursuant to the provisions of the first sentence of the fourth paragraph of this Section 9; or (iii) such Part cannot be readily removed from the Unit to which it relates without material damage thereto and without diminishing or impairing the value or utility which such Unit shall have had at such time had such alteration or addition not occurred. In all other cases, if no Event of Default, or event which with notice or lapse of time or both would constitute an Event of Default, shall have occurred and be continuing, title to Parts incorporated in or installed as parts of the Units as a result of such alterations or additions shall vest in Lessee and may be removed by Lessee at any time during the term of this Lease or renewal thereof and prior to return of the Units to Lessor.

"The term "Part" for the purposes of this Section shall be defined to include any appliance, part, instrument, accessory, furnishing or other equipment of any nature which may from time to time be incorporated in or installed as part of any Unit."

E. The following is hereby substituted in lieu of the first and third sentences of the second paragraph (the second sentence of the second paragraph becoming a separate paragraph of the Lease), and the third and fifth paragraphs, of Section 12 of the Lease:

"So long as Lessee shall not be in default under this Lease, Lessee shall be entitled to the possession and use of the Units and, without Lessor's consent, to sublease the Units to, or to permit their use by, a user incorporated in the United States of America (or any state thereof or the District of Columbia), upon lines of railroad owned or operated by Lessee or such user or by a railroad company or companies incorporated in the United States of America (or any state thereof or the District of Columbia), or over which Lessee, such user, or such railroad company or companies have trackage rights for operation of their trains, and upon the lines of railroad of connecting and other carriers in the usual interchange of traffic or in through or run-through service, but only upon and subject to all the terms and conditions of this Lease; provided, however, that Lessor's consent, not to be unreasonably withheld, must be obtained for any sublease that is for a term or terms that aggregate more than six months in any one year; provided, further, however, that Lessee shall not sublease or permit the sublease or use of any Unit outside the United States of America, except occasional use permitted in Canada or Mexico as long as such use does not involve regular operation and maintenance outside the United States of America; and provided, further, however, that any such sublease or use shall be consistent with the provisions of Section 14 hereof. No such

assignment or sublease shall relieve Lessee of its obligations hereunder which shall be and remain those of principal and not a surety.

Any such sublease may provide that the sublessee, so long as it shall not be in default under such sublease, shall be entitled to the possession of the Units included in such sublease and the use thereof; provided, however, that every such sublease shall be subject to the rights and remedies of Lessor under this Lease in respect of the Units covered by such sublease upon the occurrence of an Event of Default hereunder."

F. The following is hereby substituted in lieu of existing Section 13 of the Lease:

"Section 13. Return of Units Upon Expiration of Lease.

As soon as practicable on or after the expiration of the original term or any extended term of this Lease, Lessee will, at its own cost and expense, at the request of Lessor, deliver possession of such Unit to Lessor upon such storage tracks of Lessee as Lessee may reasonably designate, in such city on the lines of Lessee as Lessor may reasonably designate, or in the absence of Lessor's designation, in such city on the lines of Lessee as Lessee may designate, and permit Lessor to store such Unit on such tracks for a period not exceeding 180 days and transport the same, at any time within such 180 day period, to any reasonable place on the lines of railroad operated

by Lessee, or to any connecting carrier for shipment, all as directed by Lessor, the movement and storage of such Units to be at the expense and risk of Lessee. During any storage period Lessee will permit Lessor or any person designated by it, including the authorized representative or representatives of any prospective purchaser, lessee or user of such Unit, to inspect the same; provided, however, that Lessee shall not be liable, except in the case of negligence of Lessee or of its employees or agents, for any injury to, or the death of, any person exercising, either on behalf of Lessor or any prospective purchaser, lessee or user, the rights of inspection granted under this sentence. Each Unit returned to Lessor pursuant to this Section 13 shall (i) be in the same operating order, repair and condition as when originally delivered to Lessee, ordinary wear and tear excepted, and (ii) except for additions, modifications and improvements which Lessee is entitled to remove under the provisions of Section 9 of this Lease, meet all operating standards then in effect under the applicable rules of any governmental agency or other organization with jurisdiction. The assembling, delivery, storage and transportation of the Units as heretofore provided are of the essence of this Lease, and upon application to any court of equity having jurisdiction in the premises, Lessor shall be entitled to a decree against Lessee requiring specific performance of the covenants of Lessee so to assemble, deliver, store and transport the Units. With respect to each Unit not delivered by Lessee in accordance with the fore-

going provisions on the date of the termination of the Lease, Lessee shall pay to Lessor thereafter until so delivered, the greater of (i) \$5.66 per day for each such Unit, or (ii) all amounts earned in respect of each such Unit after such date, which amounts shall belong to Lessor and, if received by Lessee, shall be promptly turned over to Lessor. In the event any Unit is not delivered, as hereinabove provided, within 60 days after such termination, Lessee shall pay to Lessor for each day thereafter \$10 for each such Unit until the Unit is so delivered.

G. Section 19 of the Lease is hereby amended to provide that notices to Lessee shall be sent:

To Lessee, at 400 West Madison Street, Chicago, Illinois 60606, Attention of Assistant Vice President-Finance.